

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI14050

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EN ENGINEERING, L.L.C.		02/08/2024	Limited Liability Company: DELAWARE
QC DATA INTERNATIONAL LLC		02/08/2024	Limited Liability Company: DELAWARE
SPECTRUM ENGINEERING, LLC		02/08/2024	Limited Liability Company: INDIANA
FIBERRISE COMMUNICATIONS, LLC		02/08/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	ARES CAPITAL CORPORATION, as the Collateral Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	7084593	E ENTRUST SOLUTIONS GROUP	
Registration Number:	2779229	EN ENGINEERING	
Registration Number:	6220203	EN ENGINEERING	
Registration Number:	2843670	ENE	
Registration Number:	6050876	EN AUTOMATION	
Registration Number:	6050875	EN AUTOMATION	
Registration Number:	7084350	ENTRUST SOLUTIONS GROUP	
Registration Number:	6620592	FIBERRISE	
Registration Number:	6839543	FIBERRISE	
Registration Number:	6805382	UTILITY GRADE BROADBAND	
Registration Number:	2933516	QC DATA	
Registration Number:	2550479	UMS UTILITY MANAGEMENT SENTINEL	
CORRESPONDENCE DATA			

OP \$315.00.00 97389534

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-370-4750
Email: ipteam@coagencyglobal.com
Correspondent Name: khadijah sampson
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	2264861 ks
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	02/08/2024

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “Trademark Security Agreement”), dated as of February 8, 2024, is made by EN ENGINEERING, L.L.C., a Delaware limited liability company (“ENE”), QC DATA INTERNATIONAL LLC, a Delaware limited liability company (“QC Data”), SPECTRUM ENGINEERING, LLC, an Indiana limited liability company (“Spectrum”), and FIBERRISE COMMUNICATIONS, LLC, a Delaware limited liability company (“FiberRise” and, together with ENE, QC Data, and Spectrum, each a “Grantor” and collectively, the “Grantors”), in favor of ARES CAPITAL CORPORATION, as the Collateral Agent for the Secured Parties (together, with its successors and assigns, the “Collateral Agent”).

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of February 8, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under its registered and applied for Trademarks set forth on Schedule A attached hereto, together with (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (the “Trademark Collateral”); provided that Trademark Collateral shall not include and the Security Interest shall not attach to (a) any Excluded Assets as provided under the Security Agreement, or (b) any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of, or void such intent-to-use trademark or service mark application or any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file)

transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF SUCH APPLICABLE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF SUCH APPLICABLE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

EN ENGINEERING, L.L.C.
QC DATA INTERNATIONAL LLC
SECTRUM ENGINEERING, LLC
FIBERRISE COMMUNICATIONS, LLC

By: 

Name: Adam Biggam

Title: Chief Executive Officer

Accepted and Agreed:

ARES CAPITAL CORPORATION,
as Collateral Agent

By: *Kort Schnabel*
Name: M. Kort Schnabel
Title: Authorized Signatory



[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008340 FRAME: 0919

SCHEDULE A

Mark	App. Serial No.	Filed	Registration No.	Registration Date	Record Owner
 EN TRUST SOLUTIONS GROUP	97389534	4/29/2022	7084593	6/20/2023	EN Engineering, L.L.C. ¹
EN ENGINEERING	76444065	08/27/2002	2779229	11/04/2003	EN Engineering, L.L.C. ²
<i>ENEngineering</i> EN ENGINEERING	88858585	4/3/2020	6220203	12/15/2020	EN Engineering, L.L.C. ³
ENG ENE	76444067	08/27/2002	2843670	05/18/2004	EN Engineering, L.L.C. ⁴
ENautomation EN AUTOMATION	88377689	04/09/2019	6050876	5/12/2020	EN Engineering, L.L.C. ⁵
EN AUTOMATION	88377395	04/09/2019	6050875	5/12/2020	EN Engineering, L.L.C. ⁶
ENTRUST SOLUTIONS GROUP	97377370	4/22/2022	7084350	6/20/2023	EN Engineering, L.L.C. ⁷
FIBERRISE	90558258	03/03/2021	6620592	1/18/2022	FiberRise Communications, LLC

¹ Recorded under the owner EN Engineering, LLC
² Recorded under the owner EN Engineering, LLC
³ Recorded under the owner EN Engineering, LLC
⁴ Recorded under the owner EN Engineering, LLC
⁵ Recorded under the owner EN Engineering, LLC
⁶ Recorded under the owner EN Engineering, LLC
⁷ Recorded under the owner EN Engineering, LLC

Mark	App. Serial No.	Filed	Registration No.	Registration Date	Record Owner
 FiberRise FIBERRISE	97333718	03/28/2022	6839543	9/6/2022	FiberRise Communications, LLC
UTILITY GRADE BROADBAND	90877583	08/11/2021	6805382	7/26/2022	FiberRise Communications, LLC
QC DATA QC DATA	76257117	05/15/2001	2933516	3/15/2005	QC Data International LLC ⁸
 UMMS UMS UTILITY MANAGEMENT SENTINEL	75698185	05/05/1999	2550479	03/19/2002	Spectrum Engineering, LLC ⁹

TRADEMARK

REEL: 008340 FRAME: 0921

⁸ QC Data International Inc. converted to QC Data International LLC on November 1, 2019

⁹ Spectrum Engineering Corporation converted to Spectrum Engineering, LLC on July 21, 2021

RECORDED: 02/08/2024